

Allnex Malaysia Sdn Bhd (337603-V)
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Date: 06 August 2020

EMPLOYMENT AGREEMENT (TEMPORARY)

This employment contract is made between **Allnex Malaysia Sdn Bhd (Company No. 337603-V), PT 12701 Tuanku Jaafar Industrial Park, 71450 Seremban, Negeri Sembilan**, hereinafter called ‘the Employer’

and

Norhaslini binti Abd Ghaffar (I/C No.: 900607-02-5022) of PT 180, Jln Desa Mayang Sari 2/1, Taman Desa Mayang Sari, 71800 Nilai, Negeri Sembilan hereinafter referred to as ‘the Employee’.

1. EMPLOYMENT

The Employer hereby agrees to employ the Employee and the Employee agrees to serve the Employer as **QA/QC Chemist (Temporary)**. The Employee hereby accepts such employment upon the terms and conditions set forth below.

The Employee will be required to undergo a pre-employment medical examination, conducted by a Doctor appointed by the Employer. The employment with the Employer is made on the condition that the Employee has undergone the aforesaid medical examination and that he/she thereafter has obtained a satisfactory medical report certifying that he/she is medically fit for employment with the Employer.

2. EXTENT OF EMPLOYMENT

The Employee shall use his/her best efforts and shall devote his/her full working time to the Employer’s affairs and lend his/her services with devotion and diligence.

3. PERIOD OF EMPLOYMENT

The agreement is valid for a period of twelve (12) months as from **Tuesday, 1st September 2020 until 31st August 2021** and depending on business requirements the contractual period may be extended.

4. ANNUAL SALARY

The Employer agrees to pay the Employee a monthly gross salary of **RM5,300.00 (Ringgit Malaysia: Five Thousand Three Hundred Only)**.

The Employer will withhold from the amounts to be paid the deductions for the Employee Provident Fund (EPF), Social Security (SOCSO) and the personal income taxes if those are legally due.

The rate of EPF contribution by Employer is 13%.

5. MEDICAL EXPENSES AND DENTAL BENEFIT

The Employee will be entitled to reasonable clinical visits/specialist consultation.

The Employee is also entitled to dental benefit up to a maximum of **RM250.00 per annum** and on a prorate basis for any incomplete year of service.

The prevailing terms and conditions relating to these benefits shall apply.

6. GROUP INSURANCE POLICIES

Group insurance policies shall be arranged for the employee at the Employer's expense. The coverage shall be on twenty-four (24) hours worldwide basis and are as follows:

- 6.1 Group Personal Accident – sum insured is based on **thirty six (36) times** basic salary (Employee only);
- 6.2 Group Term Life Insurance – sum insured is based on **thirty six (36) times** basic salary (Employee only);
- 6.3 The Group Hospital & Surgical Insurance is based on the grade/level of the Employee. The Employee will be entitled to **Plan 150 (Employee only)**.

The prevailing terms and conditions relating to insurance coverage shall apply.

7. WORK REGULATION AND ANNUAL LEAVE

The Employee undertakes to perform his/her working hours in accordance with the relevant laws and decisions of Malaysia and the Employer's policy. The Employer's normal working days are from Monday to Friday with the corresponding working hours as follows:

<u>Day</u>	<u>Working Hours</u>
Monday – Thursday	8.30 a.m. to 5.45 p.m.
Friday	8.30 a.m. to 5.15 p.m.

The Employee annual leave entitlement is fourteen (14) days for a full calendar year and on a prorate basis for any incomplete year of service.

If a public holiday falls on a Saturday, an additional day shall be credited to the Employee's annual leave entitlement.

8. SICK LEAVE

In case of absence due to sickness, the Employee must obtain a medical certificate from the Employer's approved panel of clinics/hospitals to substantiate his/her absence from work.

9. TERMINATION

- 9.1 Both parties may terminate this employment agreement at any time giving **one (1) month** prior written notice or **payment of one (1) month's salary in lieu of notice**.
- 9.2 Any notice required herein may be given by personal delivery or by registered or certified mail. Any notice mailed shall be immediately effective from the date the mail reaches the immediate superior/Human Resources Department or the Employee's last known addressee.
- 9.3 However, in the case of breach of the terms of this employment agreement, the non-defaulting party may terminate the employment without advanced notice and without payment of any compensatory indemnity.

10. NON COMPETITION

The Employee undertakes to execute the present employment agreement in the interest of the Employer and he/she undertakes neither to be involved either directly or indirectly in any commercial activity nor to cooperate in whatever capacity with whatever company without prior written approval of the Employer.

11. PROPERTY

The Employee recognizes that all results whatsoever of his/her work, study, research or tests performed during the execution of the present employment agreement and more specifically that all inventions, manufacturing methods, procedures and improvements thereto that he/she shall have developed during his/her employment with the Employer will be exclusive property of the Employer or of an affiliated company of the Employer.

The employer or an affiliated company of the Employer shall have the sole exploitation rights of all these results and shall have the sole right to patent the inventions, it being understood that the Employee shall not be entitled to any indemnification or special remuneration whatsoever in this respect.

12. PROTECTION OF SECRECY

The Employee undertakes to observe secrecy with regard to all official, technical, commercial and scientific matters connected with the Employer's activities as well as with all commercial matters connected with the activities of the Allnex Group, during the course of and after the termination of the present employment agreement.

13. CODE OF CONDUCT

The Employer shall provide to the Employee a booklet which sets out the Employer's Code of Conduct. The Employer's Code of Conduct is also available on the Allnex website for employees. The Employee undertakes to observe and comply with the Code of Conduct (and as amended or updated from time to time) at all times during his/her service with the Employer.

14. RULES AND REGULATIONS

The Employee agrees to comply with all expressed and implied conditions of employment and other rules and regulations that are or may be made by the Employer.

15. DELIVERY OF DOCUMENTS

Upon termination of this employment agreement for whatever cause, the Employee shall deliver to the Employer all documents made or compiled by the Employee or delivered to him/her during employment hereunder and concerning the business finances or other affairs of the Employer; for the avoidance of doubt it is hereby declared that the property of all such documents as aforesaid is and shall at all times be vested in the Employer's office.

16. BUSINESS EXPENSES

The Employee will be reimbursed by the Employer for business expenses in accordance with the Employer's group business expenses policy.

17. PROCESSING OF PERSONAL INFORMATION

By accepting this employment agreement, the Employee agrees and consents to the processing of the Employee's personal information including sensitive personal data by the Employer in accordance with Allnex Privacy Policy which the Employer may collect from time to time for the purposes of the performance of the employment contract and compliance with any legal or regulatory obligations.

18. MISCELLANEOUS

- 18.1 This agreement also represents the entire and integrated agreement between the Employer and the Employee and supersedes all prior negotiations, representations or agreements, either written or oral.
- 18.2 All matters that are not ruled upon in the present agreement shall come under the purview of the Employer's Human Resources Policies & Procedures Manual, Allnex General Procedure Memoranda, Allnex Policies and of the relevant laws and decisions of Malaysia.
- 18.3 If any portion of this agreement is at any time deemed to be in conflict with any applicable law, such portion shall be deemed to be modified or altered to conform thereto or, if that is not possible, to be omitted from this.
- 18.4 All changes and amendments to this agreement shall be null and void unless made with prior and written consent of both parties.

This employment agreement has been drawn up in two identical copies, one for the Employer and one for the Employee.

for ALLNEX MALAYSIA SDN BHD



**CHOW CHOAY FEN
HR MANAGER, MALAYSIA**

Declaration by Employee (Required)

1. Have you ever been discharged or dismissed from the service of your previous employers? Yes / No
2. Have you ever been convicted in a Court of Law in any country? Yes / No
3. Have you ever been detained by the police or any Government? Yes /No

Note: Employee who violates Employer's confidentiality rules will be subject to discipline, up to and including immediate termination. Employer may seek legal redress and remedies for breaches of its confidentiality policy for present or former Employee.

Acceptance by:

The Employee,

Name : _____

I/C No. : _____

Date : _____